

LEASE NO. GS-11P-LVA00377

Global Lease
GSA FORM L100 (10/2017)

This Lease is made and entered into between

MetroPark 2345, LLC

(Lessor), whose principal place of business is 701 8th St NW Ste 800 WDC 20001
described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being a portion of the Property located at

6350 Walker Lane, Springfield, Virginia, 22310

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such office and related purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR

(b) (6)

Name: Andrea H. Nolan
Title: Authorized Signatory
Entity Name: MetroPark 2345, LLC
Date: 23 Oct 2018

FOR THE GOVERNMENT

(b) (6)

Name: Maria Del Carmen Medina
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 2/21/2019

WITNESSED FOR THE LESSOR BY

(b) (6)

Name: Lauren Robinson
Title: Analyst
Date: 10/23/2018

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: 15,369 rentable square feet (RSF), yielding 13,722 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the fourth (4th) floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.120026 percent. This factor shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 45 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which (i) 7 spaces shall be located under the Building, (ii) 16 spaces shall be in an adjacent garage structured parking garage, and (iii) 22 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government's right to affix communications equipment and antennae or similar equipment to the roof, parapet or building envelope and in Building common areas shall be subject to space availability, code compliance, maximum load capacity, governmental approvals, warranties, and Lessor's consent (not to be unreasonably withheld, conditioned or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense (including utilities), solely for the Government's benefit and not for use by any third party, and subject to shielding requirements and shall not interfere with the Building's systems or existing equipment of other tenants nor exceed the Government's proportionate share with respect to such spaces. The Government's access to the roof shall be coordinated with Lessor and a Lessor representative shall be present during any such access.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$303,068.45	\$354,562.83	\$411,428.12
OPERATING COSTS ²	(b) (4)	(b) (4)	(b) (4)
TENANT IMPROVEMENTS RENT ³	\$42,757.75	\$42,757.75	\$42,757.75
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(b) (4)	(b) (4)	(b) (4)
PARKING	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$485,843.55	\$637,337.93	\$594,203.23

¹Shell rent calculation:

(Years 1-5) \$19.72⁵ per RSF multiplied by 15,369 RSF

(Years 6-10) \$23.07 per RSF multiplied by 15,369 RSF

(Years 11-15) \$26.77 per RSF multiplied by 15,369 RSF

²Operating Costs rent calculation (b) (4)

³Tenant Improvements of \$641,366.28 are amortized at a rate of 0 percent per annum over 15 years.

⁴Building Specific Amortized Capital (BSAC) of (b) (4)

⁵Rate may be rounded

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 13,722 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. INTENTIONALLY DELETED

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to CBRE, Inc. with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 1 st Month's Rent.*
Month 2 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 2 nd Month's Rent.*
Month 3 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 3 rd Month's Rent.*
Month 4 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 4 th Month's Rent.*
Month 5 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 5 th Month's Rent.*
Month 6 Rental Payment	(b) (4)	minus prorated Commission Credit of	(b) (4)	adjusted 6 th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2017)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLANS	3	B
FACILITY CONSTRUCTION STANDARDS	42	C
SECURITY REQUIREMENTS	7	D
SECURITY UNIT PRICE LIST	2	E
GSA FORM 3517B GENERAL CLAUSES	15	F
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$46.74 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA within one (1) year of the Lease Commencement Date in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time within one (1) year after the Lease Commencement Date, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA within one (1) year after the Lease Commencement Date, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent with a market amortization rate applied to the amount amortized above the TIA.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF)	\$7.00
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

For subsequent alterations throughout the Lease term, the following schedule shall apply for the Lessor's Project Management Fee:

CONSTRUCTION COST	LESSOR'S PROJECT MANAGEMENT FEE
\$0.00 - \$25,000.00	10%
\$25,000.01 - \$75,000.00	8%
\$75,000.01 OR ABOVE	6%

1.10 BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.11 BUILDING-SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 11.904541 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 15,369 RSF by the total Building space of 129,102 RSF. The tax parcel number is 0911 28 0001A.

1.13 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

Ti (b) (4) applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.50 per ABOA SF of Space vacated by the Government upon thirty (30) days' prior written notice from the Government to Lessor.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- The first 96 hours of overtime HVAC used during each lease year: no charge;
- After the first 96 hours of overtime HVAC used during each lease year: \$ 45.00 per hour for the entire Space.

1.17 ~~24-HOUR HVAC REQUIREMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.18 ~~BUILDING IMPROVEMENTS (MAR 2016)~~ INTENTIONALLY DELETED

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 827032868.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.
- T. Excusable Delay. For the purposes of this Lease, neither Lessor nor Government shall not be responsible for delays which arise without the fault or negligence of Lessor or Government ("Excusable Delays") which shall include (1) acts of God, terrorism or of the public enemy, (2) acts of the

United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier, (12) delays in issuance of a building permit after Lessor has applied for a permit with all due diligence, or (13) delays by city inspectors in completing any necessary inspections.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below. The Government shall have the right during the Lease Term to make alterations, attach fixtures, and erect structures or signs (collectively "Alterations") in or upon the Leased Premises; provided, however, that with respect to non-standard office building Alterations or Alterations which affect the Building structure or systems, the Government shall obtain the prior written consent of Lessor thereto (which consent shall not be unreasonably withheld, conditioned or delayed). Any reasonable increased costs (including, without limitation, increases in operating expenses) associated with any Alterations shall be paid for by the Government.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2017)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the

commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage

Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 30 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016) INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
1. Product cannot be acquired competitively within a reasonable performance schedule.
 2. Product cannot be acquired that meets reasonable performance requirements.
 3. Product cannot be acquired at a reasonable price.
 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (OCT 2017)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (OCT 2017)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green

Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. INTENTIONALLY DELETED

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations.

Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 **ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED~~

3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED~~

3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED~~

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED~~

3.50 GREEN-BUILDING-RATING-CERTIFICATION-FOR-TENANT-INTERIORS (OCT 2016) INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed

actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.55 DESIGN EXCELLENCE—LEASE (OCT-2016) INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 25 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within 15 Working Days of the Government's request.

B. DIDs: For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 20 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 15 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

G. INTENTIONALLY DELETED

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 10 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 60 Working days following issuance of NTP. Such date shall be subject to extension day for day for Excusable Delays.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 ~~BUILDING-SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2016)~~ INTENTIONALLY DELETED

4.05 GREEN LEASE SUBMITTALS (OCT 2017)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

- D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 10 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 20 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building (except for areas leased by other tenants or reserved for the exclusive use of Lessor) during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2017)

Not later than 20 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 INTENTIONALLY DELETED

4.14 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax), with the exception of permit fees
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

- a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

- b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

- c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against

unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2017)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.

C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2017)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking - Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 7:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours. If the Government denies Lessor access to all or any portion of the Leased Premises for any reason or for no reason, and Lessor is therefore unable to perform any of Lessor's obligations under the Lease with respect to the same, Lessor shall be excused from such performance for the entire period during which such access is denied by the Government. The Government may be responsible for damages related to the prevention of such access.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.ENERGYSTAR.GOV/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2017)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. 240 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 12,000 BTU per hour. The temperature of this room shall be maintained between 68 and 75 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises, except as set forth in Section 7.05 below. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint the painted areas of common areas at least every three years
2. Lessor shall perform cyclical repainting of the Space every 10 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 10 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with

instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

K. In the event of a conflict with any exhibit, including, without limitation, Exhibit C, this provision shall govern.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media

sanitization available at <http://csrc.nist.gov/publications/PubsTC.htm#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level II attached to this Lease. The items noted as 'SHELL' shall be provided by the Lessor at the Lessor's sole cost. All other items shall be provided by the Lessor and paid for by the Government, the cost of which is included in the Building Specific Amortized Capital. If the Government increases the security requirements for the Premises above Security Level II, or Level II requirements increase after the date of the Lease (the "Additional Security"), then the Government shall be responsible for: (i) the cost and expense associated with the Additional Security's installation and implementation, including but not limited to any related alteration to the Leased Premises, the Building, or the Property; (ii) the maintenance, repair, replacement, and testing of the Additional Security; and (iii) any increase in actual operating costs, including but not limited to insurance deductibles and premiums, associated with the Additional Security. All Additional Security shall be limited to the Leased Premises only and in no event whatsoever shall the Government have the right to implement any security in the Building lobby. The Government shall cooperate with the Lessor in good faith with respect to the aggregate number, location, and aesthetic components of such Additional Security.

7.02 ADDITIONAL CASH ALLOWANCE

In addition to the other provisions and concessions outlined elsewhere in this Lease, including the Tenant Improvement Allowance outlined in Paragraph 1.08, the Lessor shall provide the Government with an Additional Cash Allowance equal to \$485,843.55. The Government, at its sole option, may use this Additional Cash Allowance in any combination it determines, including, but not limited to, to fund tenant improvements after the exhaustion of the TIA, for services and/or as additional free rent (but not to pay lump sum for any TIA and deamortize the base rent). The Government shall have access to the entirety of this allowance upon Lease Award.

7.03 RESTRICTED TENANTS

Throughout the Lease term any renewal term thereof, the following groups or organizations cannot be tenants in the Building:

- Public defenders
- Probation or parole agencies
- Public aid or government services office (i.e. motor vehicle agency, social services, social security, immigration application services center, etc.)
- Medical facilities
- News media to include print, radio, or television
- Foreign national governments
- Co-working/executive office suite companies
- Department of Homeland Security tenants cannot be located on the same floor(s) as the Space

In the event of a conflict with any exhibit, including, without limitation, Exhibit C, this provision shall govern.

7.04 ELEVATOR KEY-OVERRIDE

The Lessor shall provide the Government with a key-override of an elevator servicing the parking level and fourth (4th) floor of the Building which shall allow the Government to proceed from the parking level to the fourth (4th) floor of the Building without stopping on other floors of the Building. The Government shall utilize the key-override on an as-needed basis.

7.05 GOVERNMENT'S SPECIAL EQUIPMENT

The Government shall be responsible for the costs of maintaining, repairing, and replacing any special equipment installed by the Government, or installed by the Lessor at the direction of the Government, in the Premises, including but not limited to, dedicated/self-contained HVAC equipment, conference, and A/V equipment. At the Government's election, the Lessor shall maintain, repair, and replace such equipment at the Government's expense. If the Government elects to have the Lessor maintain, repair, and/or replace such equipment, the Lessor shall price the cost and provide the Government with a cost proposal. If approved by the Government, the additional maintenance obligations, cost of such maintenance obligations, and payment terms shall be memorialized in a Lease Amendment. The aforementioned special equipment does not include maintenance and repair of the Lessor-installed security equipment required by Exhibit D to this Lease which is to be performed by Lessor, the cost of which is included in the Building Specific Amortized Capital.

7.06 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraph has been modified in this Lease:

- 1.01 THE PREMISES (OCT 2016)
- 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)
- 1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)
- 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)
- 1.15 RATE FOR ADJUSTMENT FOR VACANT LEASES PREMISES (SEP 2013)
- 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)
- 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)
- 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

- 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)
- 4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)
- 4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)
- 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)
- 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)
- 6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

7.07 SUBSTITUTION OF TENANT AGENCY

The Government's right to substitute a different Governmental tenant agency shall be limited to agencies that will not deviate from general office and related space purposes; do not require increased access by the general public; are consistent with the professional nature of the tenancy of the Building, will not increase the security requirements to be provided by Lessor; and shall be otherwise subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

Exhibit A – Floor Plan

EXHIBIT A

Lease No. GS-11P-LVA00377

(b) (5), (b) (7)(F)

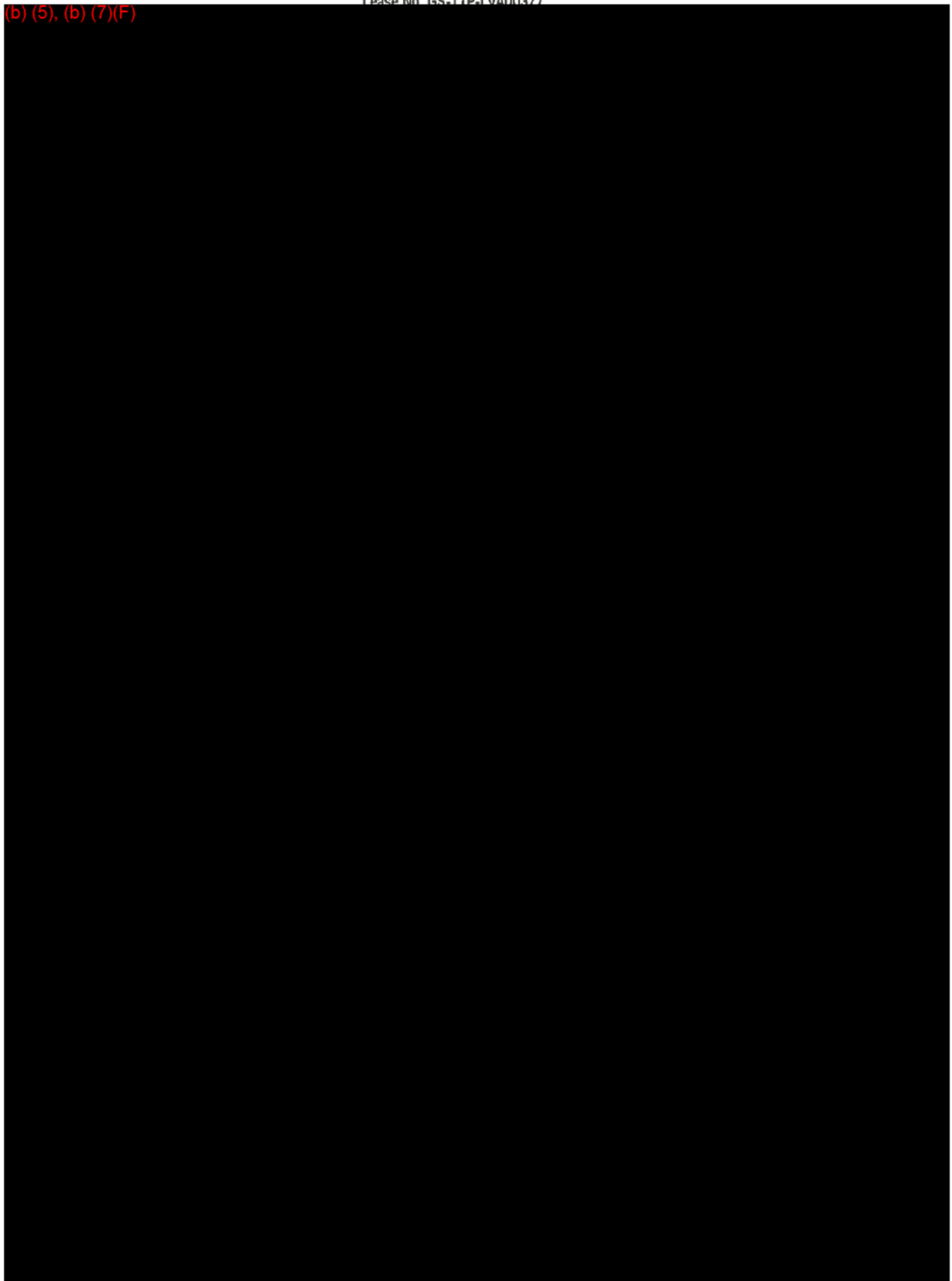
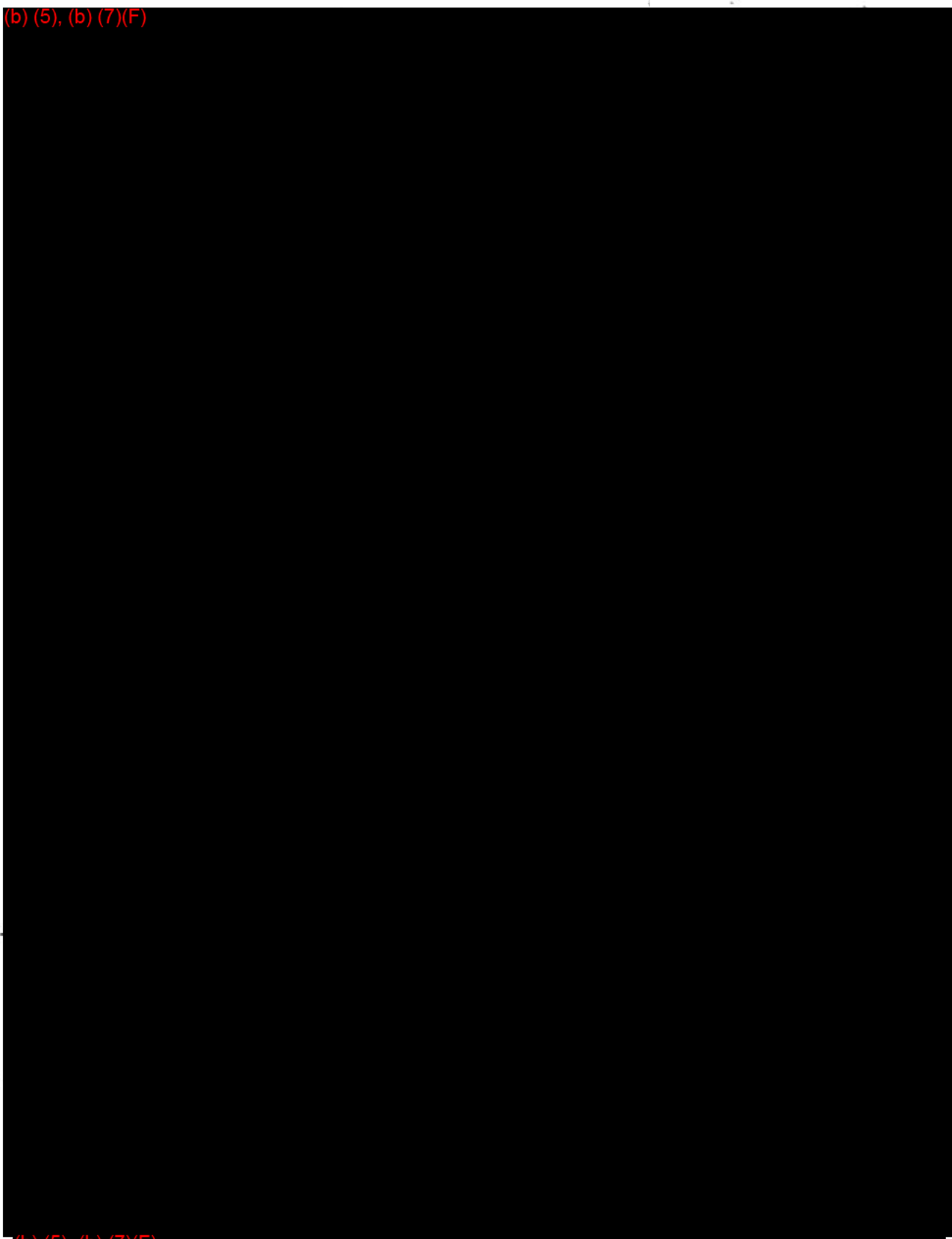


Exhibit B – Parking Plans

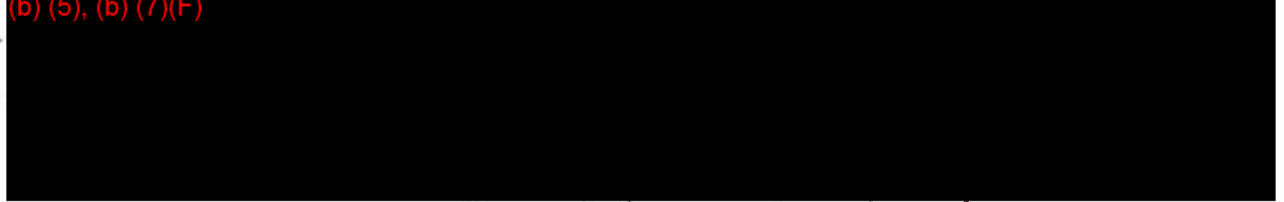
EXHIBIT B

Lease No. GS-11P-LVA00377

(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



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(b) (5), (b) (7)(F)

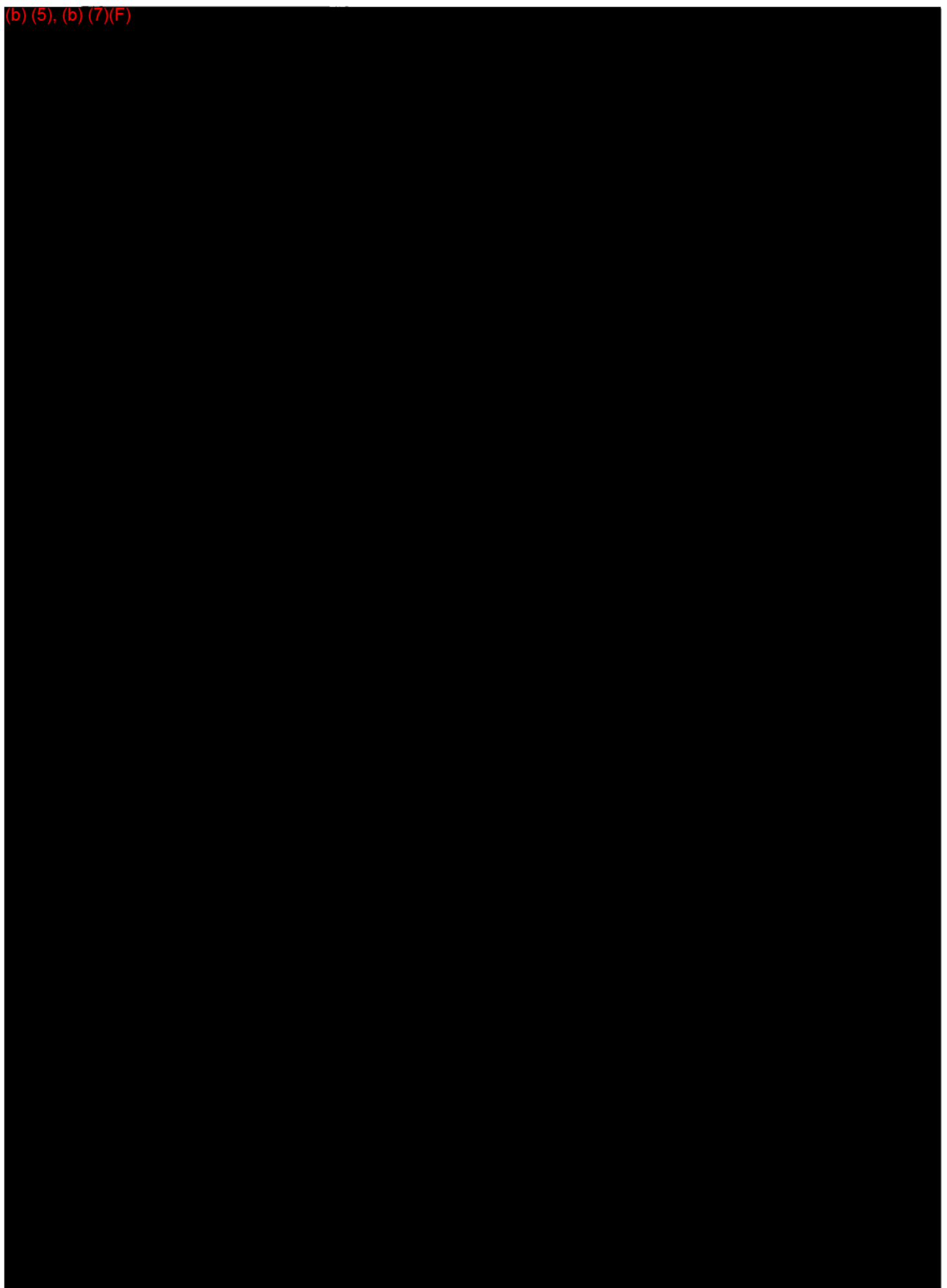


Exhibit C – Facility Construction Standards



DEPARTMENT OF HOMELAND SECURITY

Office of Management *Standard Construction Requirements for New Office Space*

Prepared for
Washington Field Office and Major Fraud and Corruption Unit Relocation Project

Version 10.1

14 May 2018

Prepared by
Facilities and Security Services Division

adm / MM

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ADH / NM

EXECUTIVE SUMMARY

The purpose of this document is to provide customers with a standardized set of general requirements for any planned construction, renovation, or build-out of the Department of Homeland Security (DHS) Office of Inspector General (OIG) space(s) nationwide. Every relocation or reduction in space for OIG facilities will use the GSA Total Workplace Furniture and Information Technology (FIT) initiative. This program is an integral part of safe guarding tax payer funds and meeting mandated requirements to reduce our organization's footprint.

These standard construction requirements clearly communicate significant and meaningful requirements for the following three major sections: facility construction standards, security system requirements, and furniture standards. Information Technology requirements are addressed in a separate document.

These standards are to be used as guidance whenever a new office requirement is identified and approved by the Assistant Inspector General for Management (AIG/M). This document is to be used as an agency foundation for the relocation and consolidation of the DHS Office of Inspector General (OIG) offices currently located at 1300 North 17th Street, Arlington, VA and 1120 Vermont Avenue, Washington, DC. The facility construction standards stated herein are inclusive of the administrative support provided for all OIG investigations, audits, inspections, emergency management oversight, and related administrative activities. This document also applies to all field office relocations and succeeding leases.

ADK/MM

1.0 FACILITY CONSTRUCTION REQUIREMENTS

INTRODUCTION

The purpose of this section is to establish and standardize facility construction requirements for any proposed OIG field or sub-office project. Initially, any proposed building project under consideration must meet the minimum objective requirements. These include geographical mission location, building physical security, building services and support, project management objectives, and available usable square footage and secure parking. Once a building is identified and a new lease is awarded, this section provides specific detail for architectural, electrical, mechanical, plumbing, security, furniture, and specific room use requirements. Careful attention to detail and understanding must be followed to ensure that the customer occupies an office that meets or exceeds their mission requirements on schedule and on or below budget.

INTRODUCTION TO DEPARTMENT OF HOMELAND SECURITY, OFFICE OF INSPECTOR

GENERAL

The United States Department of Homeland Security (DHS), Office of Inspector General (OIG) has statutory authorization to conduct criminal investigations, inspections, audits, and special reviews to detect and prevent fraud, waste, and abuse in DHS programs and operations.

aan *MM*

MINIMAL OPERATIONAL REQUIREMENTS

Provided below is a list of minimum operational requirements for Office of Investigations' (INV) field office locations.

1. Office space offered must be above ground floor or above street level.
2. Office space offered must not be located on the same floor with other DHS agencies.
3. Building must have a 24-hour security system.
4. Personnel must have 24-hour unrestricted access to the office space and parking.
5. Building must have a loading dock and service elevator with key override.
6. Personnel must have access to loading dock and service elevator.
7. Building must provide a non-public pedestrian entrance.
8. Critical requirement for cameras at all exits, special requirement rooms, and motion detectors covering the space.
9. Building must not have the following groups or organizations:
 - a. Public defenders;
 - b. Probation or parole agencies;
 - c. Public aid or government services offices (i.e. motor vehicle agency, social services agencies, immigration applicant services center, etc.); that allow for unscheduled appointments and offer public waiting areas where movement of DHS OIG subjects, cooperators, witnesses, or sources of information, could be compromised.
 - d. Medical clinics or emergency room facilities; that have regular walk-in traffic and public congregation, such as clinics, emergency rooms, distribution or storage of drugs, etc.
 - e. News media to include print, radio, or television;
 - f. Foreign national governments;
 - g. Foreign owned companies*

**Foreign owned companies must meet DHS OIG Office of Security requirements and vetting procedures.*

GENERAL REQUIREMENTS

Cleaning/Janitorial Services:

- Office cleaning must be performed during normal working hours.
(8:00am - 5:00pm)
- Lessor's maintenance and custodial staff should be aware that name checks will be conducted on cleaning and maintenance personnel.

Security:

- General contractor is to provide all security equipment as stated in the *Security Statement of Work*.
- Coordinate and test all alarm points and monitoring with the Federal Protective Service (FPS).
- Agency security Point of Contact (POC) must sign off on the security parts list prior to equipment installation.
- All electric strikes used in this project are to be *fail secure*.
- Refer to Security Systems Requirements section for detailed security requirements. If there is a conflict between that section and this document, always defer to the *Security Statement of Work* to resolve security conflicts.

Carpeting: Should be provided and installed throughout the office except in the evidence/ storage, distribution center, IT/Communications room, and secured storage rooms where vinyl tile will be installed (see Finish Chart on following page).

- A DHS OIG representative will make the carpet and padding selections from building standard carpet and padding selections.
- Must use broadloom carpet – tiled carpet unacceptable.

FINISH CHART

AREA	TYPE OF FLOORING
Evidence/SCERS Storage	Vinyl Tile
Tech Room	Vinyl Tile
Weapons Room	Vinyl Tile
Forensics Room	Vinyl Tile (Anti-Static Material)
Interview/Polygraph Room	Carpet – Building Standard
Observation Room	Carpet – Building Standard
Offices	Carpet – Building Standard

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AREA	TYPE OF FLOORING
a. SAC/Regional Audit Manager	Carpet – Building Standard
b. ASAC/Supervisory Auditor	Carpet – Building Standard
c. Agents/Auditors	Carpet – Building Standard
d. Team Rooms	Carpet – Building Standard
e. Meeting Rooms	Carpet – Building Standard
f. Quiet Rooms	Carpet – Building Standard
g. Touchdown Areas	Carpet – Building Standard
Conference and Training Room	Carpet – Building Standard
Cyber Café	Vinyl Tile
Breakroom	Vinyl Tile
Distribution Center	Vinyl Tile
Multipurpose Room	Carpet – Building Standard
Public Reception Area	Carpet – Building Standard
IT Server Room	Vinyl Tile
IT Wiring LAN Closet	Vinyl Tile
IT Computer Lab	Vinyl Tile
ITA Computer Lab	Vinyl Tile
IT Storage Room	Vinyl Tile
Combination Storage Room	Vinyl Tile

Walls: All perimeter walls are to be constructed at a minimum of STC 45, so that sound originating in the rooms at a level of normal human speech is not audible in any adjoining room. Exceptions to this will be identified later in this SOP.

- Incorporate #13 AWG wire mesh slab-to-slab within all outer perimeter walls not containing concrete, concrete block, or brick surface. Thirteen-gauge expanded metal mesh inside the wall board, welded or screwed to metal framing at 6 inches O.C. vertically at each stud, and horizontally along the true floor and true ceiling plates. If screwed, use diamond-shaped fender washer designed for that purpose. Joints will overlap at the studs to provide strength.

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- Batts and Blankets, 3 1/2-inch thick fiberglass insulation
- The walls will be constructed of slab-to-slab drywall.
- Wallboard, gypsum: 5/8-inch thick type X gypsum attached studs 3 5/8 inches wide by 1 1/4-inch deep channel sections with 5/16 inch (25MSG) 24 inches O.C.
- Openings over 96 square inches or 11 inches in diameter for circular duct require 1/2-in steel man-bars every 6 inches O.C. with all connections and fasteners welded.

Sound Masking System: The DHS OIG requires a sound masking system that provides 100 percent coverage of the controlled office area and any adjacent common/public corridors or hallways:

- The contractor is responsible for obtaining and correctly installing the sound masking system.
- The sound masking system shall be a Lencore Acoustics Corp Spectra Sound Masking System or equivalent.
- The sound masking system controls shall terminate on the wall with the door in the Wiring LAN Closet.
- Acoustic tiles will be used to augment the sound masking system.

Fire Detection System: The DHS OIG requires a fire detection system that provides 100 percent coverage of the controlled office area.

- All detection systems used must meet or exceed local and NFPA national fire detection codes.
- In some offices, the installation of a suppression system may be required.
- The use of a suppression system will require modifications to the electrical and air handling systems.
- If installation is necessary, it will be identified when floor plans are prepared.
- Installation, maintenance, and service of the fire detection and suppression systems will be the responsibility of the building management.
- All problems with the systems protecting DHS OIG space will be reported to the designated DHS OIG manager/supervisor.

Alarm Switch:

- Sentrol 1078 series Double Pole/Double Throw

Parking: Requirements for 45 parking spaces for official vehicles will depend on local conditions, which will be evaluated during the market survey. All parking should be on-site, underground, or in close proximity to the office building. Reserved, covered, and secure parking within the same building as

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the office location is the optimum situation. These buildings will be considered before other buildings that do not offer that alternative.

Emergency Signaling Devices:

- Will not be installed inside private offices.
- Required speakers should be installed in the hallway immediately outside private offices with the volume adjusted so that people inside these offices can hear the alarm.
- All other audio signaling devices such as fire alarms are subject to testing before they can be installed in DHS OIG space.
- Strobe lights located in office space areas are acceptable.
- Emergency lighting should be provided throughout the space. This can be achieved either through stand-alone emergency lighting fixtures or by having the building standard ceiling lights located on an emergency lighting circuit that is supported by a standby generator.
- Exit doors within office spaces need to be identified with illuminated exit signs that are powered by the emergency lighting system.
- Additional signs need to be placed throughout to direct employees to the exits from all interior corridors within office spaces.

Armor/Ballistic Requirements: All armor shall provide a UL 752/SPSA (Super Power Small Arms) Level-3 protection.

- Armor doors shall be Insulgard model BR-HM-544 or equivalent and will utilize the following:
 - Heavy duty closure: LCN 4040
 - Electric strike: HES 1006 Plus Option Plate
 - Lock-set with interior thumb-turn for deadbolt: Arrow B15xHLx26D or equivalent that will accept the Schlage Primus XP interchangeable core.
 - The deadbolt shall fall into the doorframe not the electronic strike.
 - Door Silencer: Glynn-Johnson #64
- Continuous Hinge Door Seal:
 - Neoprene seal around the door – Pemko, model 375BR, brass
 - Automatic door bottom – Pemko, model 42BPKL
 - Verify required 13/16-inch clearance in door cavity
 - Door Threshold 4 inches – Pemko, model 274A
- Ballistic walls to be constructed of resistant glazing shall be a polycarbonate laminate, polycarbonate/acrylic laminate, low-spall glass clad polycarbonate, or equal.
- The ballistic resistant transaction window and wall materials shall be from the attached supplier's list, or an approved equal.

Ballistic Doors: A minimum of two doors are required (depending on the final floorplan design to consolidate the two OIG offices). One door is to be installed

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to divide the public reception area from the receptionist/clerical area, and the other door divides the public reception area and the adjacent interview/polygraph room.

- Use of side-lights at doorway is unacceptable.
- The doors shall be rated UL 752 - SPSA/Level-3 (including the frame), if it is to be mounted in the same wall as the ballistic window, or a wall containing armor. Other access and security requirements for the ballistic door remain applicable. The ballistic door leading to the interview room has an additional requirement of being STC 60.
- The door and frame shall be mounted between two 3 1/2 inch by 3 1/2 inch by 1/4 square steel posts (heavy metal tubing).
- The posts should be attached to the true floor and true ceiling by welded L brackets or other heavy anchoring hardware.
- The doorframe shall be mounted to the steel posts by drilling and tapping the posts to accept 5/16-inch machine screws with at least 5 screws on each side.
- The door shall be hung so that it opens outward into the reception room with the other door opening inward toward the interview room.
- The door shall be hung with a continuous hinge, such as Roton 780-112 LL.
- The door will be pre-hung and mounted per the manufacturer's recommendations.
- The door must have a heavy duty automatic door closure.
- Magnetic switch to be installed per *Security Statement of Work* requirements.
- The door and frame shall be constructed with, or factory fitted with, a magnetic proximity switch (alarm circuit) such as made by Sentrol, located along the header.
- To maintain the UL 752- SPSA/3 rating this door must be purchased with pre-installed factory magnetic switch.
- Door Seal:
 - Neoprene seal around the door – Pemko, model 375BR, brass
 - Automatic door bottom – Pemko, model 42BPKL
 - Verify required 13/16-inch clearance in door cavity
 - Door threshold 4 inches – Pemko, model 274A

Electric Strike: The door should be equipped with a heavy duty Electric Strike (HES 1006 plus option plate).

- Depending on the requirement for the electric strike, the strike will be regulated by a power supply at 12 or 24 VDC with a 8-hour battery backup must fail secure.
- Purchasing, installing, and connecting the entire electric strike system, to include a power supply, are the sole responsibility of the contractor or lessor.

Handwritten signature/initials

Perimeter Doors and Doors for Special Requirement Rooms

Hardware/Lock and Key Requirements: Perimeter Door Hardware will be single, solid-core wood doors with closer, doorstoppers, latch guards, and hung in a metal frame.

- Wood doors hung in a metal frame are acceptable if that is the building standard door with heavy-duty automatic door closures.
- Double doors, glass doors, doors with louvers are unacceptable, unless these doors open into a reception area from a public hall.
- If doors must be installed so that the hinge pins are exposed in the unsecured area, then non-removable hinge pins will be installed.
- In addition to the public entry door, there will be at least one more perimeter door in the office.
- Use of side-lights at doorway is unacceptable.
- All door installations must retain the anti-shim features of the locksets used.
- On out-swinging doors, a steel protector plate, which precludes access to the latch-bolt and deadbolt, must be installed on the door (Latch Guard).

Lock and Key Requirement - All perimeter doors will be fitted with a Mortise Lock-set and a deadbolt. The deadbolt shall *fall* into the doorframe not the electronic strike.

- Schlage Primus XP interchangeable core as per the below specifications.
- A metal outside escutcheon plate will be installed for the mortise lockset.
- Public access areas will utilize a lockset that meets the requirements of the American Disabilities ACT (ADA) and contains Schlage Primus XP interchangeable core cylinder.

General Office Doors Hardware, Lock, and Key Requirements: Will be single, solid core wood or building standard doors with closer, doorstoppers, latch guards, and hung in a metal frame.

- Lock and Key Requirement - All general office doors will be fitted with:
 - o Mortise Lock-set will utilize Schlage L9453 or equivalent
 - o Must accept Schlage Primus XP interchangeable core
- All doors should have doorstoppers.
- The contractor is responsible for obtaining and correctly installing all door hardware.

Locks: The door shall be equipped with a 1-inch throw deadbolt and a lockset (Arrow B15xHLx26D, Mortise, or approved equal) that will accept a Schlage Primus XP interchangeable core supplied by the contractor.

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- The lockset will be key operated from the public side and free operating from the inside.
- Door assembly shall be fitted with a heavy-duty closer and silencers.
- The deadbolt shall *fall* into the doorframe not the electronic strike.
- The Access Control system will be installed and provided by the contractor or lessor. Access control requirements will be determined prior to final design.
- The contractor is responsible for purchasing and installing combination locks and electric strikes as specified in the *Security Statement of Work*.

DOOR HARDWARE CHART

The chart identifies the doors, which will contain mortise locksets with Schlage interchangeable core (IC), deadbolts (DB), combination locks and strikes (CL), and Latch Guards (LG). RS2 Technologies (RS2C) will be addressed in the *Security Statement of Work*.

AREA	IC	DB	CL	LG
Hallway/General Office Space	X			
Perimeter Doors	X	X		X
Public Reception Area	X	X	(see Note)	X
Evidence/SCERS Storage	X	X	X	X
Combination Storage Rooms	X	X		X
IT/Communication Rooms	X	X		X
Breakroom	X			
Multipurpose Room	X			
Distribution Center	X			

Note: This lockset must have a release that allows the door to be unlocked via badge access or smartcard swipe during normal business hours.

Unless otherwise specified, all IC locksets are to be free turning for the side opposite the lock cylinder.

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Contractor's Responsibility: The contractor is responsible for purchasing and correctly installing all door hardware as well as a Schlage lock and key system. In procuring the lock and key system, the contractor must adhere to the following requirements:

- The key operated lock-cylinders must be a Schlage Primus XP interchangeable core.
- The client's identity (DHS OIG) and the address where the locks will be installed will not be divulged except as agreed upon by the DHS OIG.
- All change keys and core keys will be delivered to a designated DHS OIG field office representative. All change keys will be impressed with a sequential serial number on the bow of each key. The core key will be impressed with *Core* or *Control* on the bow of the key.
- Each core will be labeled with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.
- The contractor or lessor will provide and install all locksets, cores (pinning instruction will be provided by the DHS OIG), and keys. The keys will be given to a designated DHS OIG representative. Any remaining interchangeable cores or keys will be delivered to the DHS OIG.
- Combination Locks will utilize Kaba-Mas X-10. The lock shall be mounted no more than 50 inches above the finished floor.
- Access control doors will be addressed in the *Security Statement of Work*.

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SPECIFIC DELINEATED SPACE REQUIREMENTS

Individual Office Spaces:

Utilizing the window areas, and incorporating side-lights and/or transom lights, office space to accommodate staff, divided proportionally (as usable space) in the following manner unless otherwise indicated in an approved floor plan:

Private Offices at 100 square feet

- Will be constructed on the interior of the building unless annotated on the facility floor plans.
- Constructed to STC 45
- Two electrical duplex outlets (locations to be determined) on each wall. One data duplex outlet located next to each duplex outlet.

Storage Rooms: Storage rooms will be approximately 300 square feet. They will be located in each program office area. This is contingent on space availability and approved floor plans.

Walls: STC 45 unless otherwise noted.

Door: Door will be equipped with a L9453 Schlage Lock-set and a 0200Schlage Primus XP interchangeable core.

Electrical Outlets:

- Two electrical duplex outlets (locations to be determined) on each wall. One data duplex outlet located next to each duplex outlet.
- Two bundled floor outlets utilizing the Connectrac system (location to be determined).
- Within each Connectrac system, group two data jacks (see Attachment D).

Team Rooms: Meeting rooms of approximately 150 square feet, rooms will be centrally located so all assigned program offices can use the space.

Walls: STC 50

Door: Door will be equipped with a L9453 Schlage Lock-set and a Schlage Primus XP interchangeable core per the attached specification lockable at the base of the door

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Electrical Outlets:

- Two electrical duplex outlet (locations to be determined) on each wall. One data duplex outlet located next to each electrical duplex outlet.

Quiet Rooms: Quiet rooms of approximately 80sf, rooms will be centrally located so all assigned program offices can use the space.

Walls: STC 50

Door: Door will be equipped with a L9453 Schlage Lock-set and a Schlage Primus XP interchangeable core.

Electrical Outlets:

- Two electrical duplex outlet per wall. One data duplex outlet located next to the electrical duplex outlet

Touchdown Areas: 10 locations of approximately 36 square feet for Office of Investigations program office.

Electrical/Data/Telephone Outlets: See Attached Information Technology Division Requirements.

Open Work Areas /Cubicles (Shared and Assigned Workstations):

Required number of workstations at 48 square feet, 25 for Investigations.

Electrical/Data/Telephone Outlets: See Attached Information Technology Requirements.

- All electrical duplex wall outlets, sharing two 20 amp 110 volt circuits.
- Two electrical duplex outlets per office located (location to be determined).

TV outlets: To include Install one electrical quad outlet and one coaxial cable for Smart TV, one network jack, and HDMI (location to be determined) in each IG, DIG, SES office and other offices and spaces that are identified by the project manager. However, the primary connectivity will be through wireless.

Distribution Service Center: 250 square foot area to accommodate for copy machines, faxes, mail distribution equipment, office inboxes, office supplies, etc. One per program office.

Storage: See furniture requirements.

Electrical/Data/Telephone Outlets:

- Assumes maximum size of 150 square feet.
- Centered on the wall opposite the cabinetry:
 - Install dedicated quad power outlet.
 - At a location to be determined, install one duplex outlet for the shredder.
- Install an additional three electrical duplex outlets installed above counter.
- Install two additional data duplex outlets installed above counter. One next to duplex below half cabinet
- Install one dedicated electrical duplex outlet.
- Install Nema 5-20r electrical outlet
- Install one data duplex outlet with one RJ-45 analog telephone cable in the voice position for the fax machine (location to be determined).

Office Equipment: To include Copier/Scanner/Network printer, classified shredder machine, fax machines, and U.S. postal meter.

Walls: No wall constructed along internal suite corridor.

SHARED SPACE

Visitor Closet: Close to the reception area, two 30 square foot areas as a place for visitors to hang their coats or leave umbrellas, one visitor closet is located in WFO and the other visitor closet is located in Major and Corruption Fraud Unit.

Kitchen/Cyber Cafe: Assumes 300 square feet, large enough to serve as an area for refreshments and breaks during conferences and seating. The room shall be equipped with:

- One Elkay Enhanced EZH2) Bottle Filling Station and Single ADA Cooler, Model LZS8WSLP or equivalent type of device.
- Counter top with sink – 10 feet long by 24 inches deep.
- Insta-Hot for hot water
- One - In Sink Erator (ISE) (hot water) and one - garbage disposal
- One - GFI electrical outlet underneath sink for ISE and garbage disposal.
- Cabinets above counter top/sink (length same as counter top) containing double doors - 29 1/2 inches high by 20 inches wide. Three shelves per double door
- Cabinets under counter top – two double door sections with drawers on one end. Drawers at 6 inches high and 14 inches wide. Two drawers above one set of double doors.

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- Space for a refrigerator equipped with 3/8-inch water line for icemaker – 1 electrical outlet.
- Sprinklers shall be 7 1/2 from each wall (radius) 15 feet apart or as building code requires.
- Flooring shall be a vinyl tile surface
- Two additional electrical duplex outlets (to those listed above) on remaining three walls - location to be determined.
- Two data duplex outlets on each wall (location to be determined).

Walls: No wall constructed along internal suite corridor.

Conference Room: Assumes 200 to 700 square feet to accommodate persons in training, conferences and other mission requirements.

Fluorescent Lighting: to provide overall lighting for entire room.

- Fluorescent lights
- Fixtures shall consist of three, 4-foot long fluorescent bulbs in each ballast.
- Fixtures in each column (placed sporadically x 2 rows).
- Recessed lighting
- Fixtures spaced throughout the room.
- Independently controlled by dimmable switches.

Walls: To be constructed to STC 50 requirements.

Video Display Counter: On a wall to be determined, to be determined a place for video display either wall mounted or cart mounted.

- Size to be determined.
- The number of electrical and data outlets need to support this area is to be determined.
- Ventilation – HVAC system – controlled in room.
- Sprinklers shall be 7 1/2 feet from each wall (radius) and 15 feet apart or as code requires.

Electrical Outlets:

- Two dedicated quad outlets on Video teleconferencing (VTC) wall.
- Two dedicated quad mounted at 4 feet 10 inches (location to be determined).
- Two duplex outlets (locations to be determined) on each remaining wall
- One data duplex outlets located next to duplex outlet.
- If utilizing the Connectrac system:
 - Three bundled floor outlets utilizing the Connectrac system (location to be determined).

- Within each Connectrac system, group two data jacks.
- If room has movable furniture:
 - Location of outlets to be determined
- See Information Technology Requirements in Annex F.

Video Teleconferencing Wiring: See Information Technology Requirements in Annex F of this document.

Video Teleconferencing Equipment: See Information Technology Requirements in Annex F of this document.

Door: Door will be equipped with a L9453 Schlage Lockset and Schlage Primus XP interchangeable core

Information Technology/Communications Room: See Information Technology Requirements document.

Fluorescent Lighting: to provide overall lighting for entire room.

- Fluorescent lights
- Fixtures shall consist of three, 4-foot long fluorescent bulbs in each ballast.
- Fixtures in each column (placed sporadically x 2 rows).
- Recessed lighting
- Fixtures spaced throughout the room.
- Independently controlled by dimmable switches.

Walls: Exterior walls constructed to STC 50.

- Walls should be covered with a mix of whiteboard material and cork board.

Video Display Counter: On a wall to be determined, to be determined a place for video display either wall mounted or cart mounted.

- Size to be determined.
- The number of electrical and data outlets need to support this area is to be determined.
- Ventilation – HVAC system – controlled in room.
- Sprinklers shall be 7 1/2 feet from each wall (radius) and 15 feet apart or as code requires.

Electrical Outlets:

- Two dedicated quad outlets on Video teleconferencing (VTC) wall. Two dedicated quad mounted at 4 feet 10 inches (location to be determined).

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- Three duplex outlets (locations to be determined) on each remaining wall. One data duplex outlets located next to each duplex outlet.
- If utilizing the Connectrac system:
 - Three bundled floor outlets utilizing the Connectrac system (location to be determined).
 - Within each Connectrac system, group two data jacks. See ITD Construction Standards.
 - If room has movable furniture: Location of outlets to be determined
- See Information Technology Requirements.

Video Teleconferencing Wiring: See Information Technology Requirements in Annex F of this document.

Video Teleconferencing Equipment: See Information Technology Requirements in Annex F of this document.

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Specific Investigations Requirements

Public Reception Area: Typically 100 square feet centrally located with lobby-style furnishings to accommodate visitors prior to their entrance into the general office space or entrance into adjacent interview rooms. The room shall be equipped with:

Video Camera: Placement and requirements will be addressed in the Security Statement of Work.

Call Button: An AiPhone system will be provided and installed by the contractor or lessor per the Security Statement of Work. In addition to the AiPhone system, an additional doorbell-type release button will be installed at the reception desk. The call button will be installed on the wall next to the fixed bullet resistant transaction window and must annunciate on two desk stations. Both desk stations must release a designated door.

Ballistic Wall Armor: Install on all four walls less any doors between interior spaces (such as the receptionist/clerical area) from the public reception area:

- Wall consists of steel studs, 3 5/8 inches wide by 1 1/4 inches deep channel sections with 5/16 inches (25MSG) 24 inches O.C.
- Walls shall have Insulguard ballistic armor (UL 752 - SPSA/Level-3 rating) installed slab-to-slab.
- No additional steel mesh is required with perimeter ballistic walls.
- Walls shall be finished with slab-to-slab drywall.
- Non-load bearing partition walls that support the ballistic window, the door, and the wall material shall be constructed in accordance with manufacturer's recommendations.
- Stud systems for the partition walls must be securely anchored from slab-to-slab.
- The ballistic material should be fastened to the stud partition wall on the public reception side.
- Use 5/8 inch or 3/8 inch drywall over the face of the armor to receive the final finish. It is the sole responsibility of the contractor or lessor to ensure adequate framing for the Wall Armor is provided.

Openings: If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted. Openings over 96 square inches or 11 in in diameter for circular duct require 50 inch steel man-bars every 6 inches O.C. with all connections and fasteners welded.

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Fixed Bullet Resistant Transaction Window (36 inches by 36 inches):

Integral deal tray and sill/counter is to be installed to divide the public reception area from the receptionist/clerical area.

- The bullet resistant window will be part of an assembly that permits normal conversation through the assembly and includes a stainless steel deal tray. This assembly shall have a minimum rating of Underwriter's Laboratory (UL) 752 - SPSA (Super Power Small Arm)/Level-3.

- The counter should have a minimum cross-section of 12 inches on each side of the window and be positioned approximately 38 inches above the finished floor.

Gun Locker: Fasco Security Products FLC-707-4 4 COMP Pistol Locker or equivalent. Four-drawer separate, locking units, to accommodate visitor weapons upon entering the Reception room, to be mounted flush on a wall outside of the Interview room. The gun locker is to be installed by contractor.

Ballistic Doors: A minimum of two doors are required (dependent on the final floorplan reflecting the consolidation of the two OIG offices). One door is to be installed to divide the public reception area from the receptionist/clerical area, and the other door divides the public reception area and the adjacent interview/polygraph room.

- The doors shall be rated UL 752 - SPSA/Level-3 (including the frame), if it is to be mounted in the same wall as the ballistic window, or a wall containing armor. Other access and security requirements for the ballistic door remain applicable. The ballistic door leading to the interview room has an additional requirement of being STC 60.

- The door and frame shall be mounted between two 3 1/2 inch by 3 1/2 inch by 1/4 inch square steel posts (heavy metal tubing).

- The posts should be attached to the true floor and true ceiling by welded L brackets or other heavy anchoring hardware.

- The doorframe shall be mounted to the steel posts by drilling and tapping the posts to accept 5/16-inch machine screws, with at least five screws on each side.

- The door shall be hung so that it opens outward into the reception room with the other door opening inward toward the interview room.

- The door shall be hung with a continuous hinge, such as Roton 780-112 LL.

- The door must have a heavy duty automatic door closure.

- The door will be pre-hung and mounted per the manufacturer's recommendations.

- The door and frame shall be constructed with, or factory fitted, with a magnetic proximity switch (alarm circuit) such as made by Sentrol, located along the header.

- To maintain the UL 752- SPSA/3 rating this door must be purchased with pre-installed factory magnetic switch.

- Door Seal:

- Neoprene seal around the door – Pemko, model 375BR, brass
- Automatic door bottom – Pemko, model 42BPKL
- Verify required 13/16-inch clearance in door cavity
- Door Threshold 4 inches – Pemko, model 274A

Electric Strike: The door should be equipped with a heavy duty Electric Strike (HES 1006 plus option plate). Depending on the requirement for the electric strike, the strike will be regulated by a power supply at 12 or 24 VDC with a 8 hour battery backup must fail secure. Purchasing, installing, and connecting the entire electric strike system, to include a power supply, are the sole responsibility of the contractor or lessor.

Locks: The door shall be equipped with a 1-inch throw deadbolt and a lockset (Arrow B15xHLx26D, Mortise, or approved equal) that will accept a Schlage Primus XP interchangeable core supplied by the contractor.

- The lockset will be key operated from the public side and free operating from the inside.

- Door assembly shall be fitted with a heavy-duty closer and silencers.
- The deadbolt shall fall into the doorframe not the electronic strike.

Interview/Polygraph Room: Egress from Public Reception area situated adjacent to the Reception room and the Observation room. This room must be constructed to STC 60 sound standards.

Observation Room: Adjacent to the Interview/Polygraph room to house duty agent work area in Investigations. The Observation Room is the area opposite of the one-way mirror.

Walls: To be constructed from steel studs, 3 5/8 inches wide by 1 1/4 inches deep channel sections with 5/16 inch (25MSG) 24 inches O.C.

- Wallboard, gypsum, 5/8-inch thick type X gypsum attached to steel studs.
- Constructed (minimum STC 60 - Batts and Blankets - 3 1/2-inch thick fiberglass insulation).
- Walls are to be constructed of slab-to-slab drywall.

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- Floor to ceiling sound-soak-paneled wall with a fabric finish shall be installed (i.e., Armstrong Acoustical walls/sound soak composed fabrics #40090SK).

- If suite utilizes side-lights, this room is excluded.
- No duct work on the demising wall.
- No duct work between the reception room and the interview room walls.

Light switch: Must be a three-pole placed outside the entrance of this room:

- One in the interior corridor door
- The other in the Observation room
- The indicator light dark blue incandescent On-Air light bulb protected by metal cage installed on wall outside the room immediately below the ceiling near the suite corridor entrance door to indicate when the room is occupied.

Ballistic Doors: Two doors are required. One door is to be installed to divide the public reception area from the receptionist/clerical area, and the other door divides the public reception area and the adjacent interview/polygraph room.

- Use of side-lights at doorway is unacceptable.
- The doors shall be rated UL 752 - SPSA/Level-3 (including the frame), if it is to be mounted in the same wall as the ballistic window, or a wall containing armor. Other access and security requirements for the ballistic door remain applicable. The ballistic door leading to the interview room has an additional requirement of being STC 60.

- The door and frame shall be mounted between two 3 1/2 inch by 3 1/2 inch by 1/4 square steel posts (heavy metal tubing).

- The posts should be attached to the true floor and true ceiling by welded L brackets or other heavy anchoring hardware.

- The doorframe shall be mounted to the steel posts by drilling and tapping the posts to accept 5/16-inch machine screws with at least 5 screws on each side.

- The door shall be hung so that it opens outward into the reception room with the other door opening inward toward the interview room.

- The door shall be hung with a continuous hinge, such as Roton 780-112 LL.

- The door will be pre-hung and mounted per the manufacturer's recommendations.

- The door must have a heavy duty automatic door closure.

- Magnetic switch to be installed per Security Statement of Work requirements.

- The door and frame shall be constructed with, or factory fitted with, a magnetic proximity switch (alarm circuit) such as made by Sentrol, located along the header.

- To maintain the UL 752- SPSA/3 rating this door must be purchased with pre-installed factory magnetic switch.

- Door Seal:

- Neoprene seal around the door – Pemko, model 375BR, brass
- Automatic door bottom – Pemko, model 42BPKL
- Verify required 13/16-inch clearance in door cavity
- Door threshold 4 inches – Pemko, model 274A

One-way Mirror (36 inches by 36 inches): Shall be installed in this room to enable observation from an adjoining Observation Room. Bottom edge of mirror at 40 inches Above Finished Floor (AFF)

Handcuff Bar: To be constructed from a steel eyebolt or bar (a minimum of 2 inches in diameter) securely installed in this room to which handcuffed prisoners can be fastened (location to be determined).

- An ADA bathroom bar is acceptable if appropriately fastened to the wall.

- Bar should be placed approximately 34 inches from the finished floor.

Video: Two cameras installed in this room: One installed in ceiling to observe both the interviewee and interviewer while at the interview station.

Covert camera:

- Single-gang box (standard orientation) at code height.

- The box is to be placed directly across from anticipated subject chair (varies, depending on interview room layout). Generally, the box will be placed on the same wall as the two-way mirror. However, that may change in the instances where the room is atypical and the layout mandates a different location for the box.

- Wiring to be routed to the same location where listening station is located, preferably in Observation room to interview room. The Contractor is to provide a ring-and-a string in the conduit from the box in the interview room to the box in Observation room (see below).

- In Observation room:

- Single gang-box mounted at counter height (32 inches to 36 inches) from the ground immediately adjacent to listening station.

- Both single-gang boxes are to be covered with a blank plate.

Audio: Intercom system that annunciates audible voices one-way into adjacent Observation room and at least two other locations in the office. Refer to Security Statement of Work for detailed information.

Panic Button: Install a single gang box for a panic alarm (location to be determined) to annunciate in general office space. Refer to Security Statement of Work on panic alarm and wire installation.

Locks:

- The lock will be a mortise lockset and must accept a Schlage Primus XP interchangeable core.
- It shall be key operated from the outside of the room and free operating from inside.

Ventilation: Should be designed to capture and remove airborne contaminants from the room(s) without exposing non-infected persons in rooms(s) to infectious contaminants.

- Exhaust air should not be re-circulated; it should be exhausted to the outside air.
- Supply air should be introduced in the room(s) in such a manner as to flow in the direction of any individuals present in the room and directly towards the exhaust inlet.
- A negative pressure of at least 0.001 inch of water should exist within the room(s) when the door(s) is/are closed.
- The ventilation rate of a minimum of 12 air changes per hour should be included in the design of the room(s).
- No duct work on the demising wall.
 - No duct work between the reception room and the interview room walls.

MISSION ORIENTED SPACE

Tech Room:

Floor: Will be covered with vinyl floor covering.

Electrical/Data/Telephone Outlets: To include two electrical duplex outlets and one data duplex outlet (locations to be determined). Install metal shelving, lockable metal cabinets, and workbenches.

Weapons Storage Room:

Floor: Will be covered with vinyl floor covering.

- Walls shall be finished with slab-to-slab drywall.
- Wall construction shall be in compliance with ASTM-F1247, Class M-15 minute, attack resistant.
- If suite utilizes side-lights, this room is excluded.

Openings: If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted. HVAC ducts exceeding 96 square inches, or 11 inches in diameter for circular duct, require 1/2-inch steel man-bars every 6 inches O.C. with all connections and fasteners welded.

Door: Solid hardwood or laminated wood, minimum 1 3/4 inches thick, with 12-gauge steel plate on the outside, or hollow metal, industrial-type construction, 1 3/4 inches thick with minimum 14 gauge skin plate, internally reinforced with continual vertical monkey stiffeners spaced 6 inches O.C.

- Installed in welded steel frame mounted to 20 gauge metal studs.
- Door will be equipped with a L9453 Schlage Lock-set and a 0200Schlage Primus XP interchangeable core.
- Install a Latch Guard
- Non-removable hinge pins will be installed to prevent removal
- Non-hold open door closer required
- Knock-down [collapsible jam and header] frames or aluminum frames are not acceptable.

Recessed Magnetic Switch: Sentrol 1078 series Double Pole/Double Throw

Video: Placement and requirements will be addressed in the Security Statement of Work.

Evidence Room:

Floor: Will be covered with vinyl floor covering.

Walls: The walls of this room are to be constructed of slab-to-slab drywall:

- If walls are interior, no insulation is required.
- Shared wall between the Weapons room and Evidence room (see weapons room wall construction).
- If suite utilizes side-lights, this room is excluded.

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Openings: If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted. Openings over 96 square inches or 11 inches in diameter for circular duct require 1/2-inch steel man-bars every 6 inches O.C. with all connections and fasteners welded.

Door: Reference chart.

- Door will be equipped with a L9453 Schlage Lock-set and a Schlage Primus XP interchangeable core.
- Install a Latch Guard.
- Non-removable hinge pins will be installed to prevent removal.
- Non-hold open door closer required.

Recessed Magnetic Switch: Sentrol 1078 series Double Pole/Double Throw

Video: Placement and requirements will be addressed in the Security Statement of Work.

Electrical/Data/Telephone Outlets: To include two electrical duplex outlets and one data duplex outlet (locations to be determined).

Forensics Laboratory:

Floor: The floor should have anti-static carpeting/flooring or have an anti-static mat on top of the flooring.

Walls: The walls of this room are to be constructed of slab-to-slab metal mesh drywall with sufficient sound attenuation for six high BTU workstations and affiliated devices.

Openings: If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted. Openings over 96 square inches or 11 inches in diameter for circular duct require 1/2-inch steel man-bars every 6 inches O.C. with all connections and fasteners welded.

Door: Reference chart.

- Door will be equipped with a L9453 Schlage Lock-set and a 0200Schlage Primus XP interchangeable core.
- Install a Latch Guard.
- Non-removable hinge pins will be installed to prevent removal.

Locks: Reference chart

- The lab should be private and have badge swipe access.
- Door must also contain a Kaba-Mas X-10 combination lock.

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Recessed Magnetic Switch: Sentrol 1078 series Double Pole/Double Throw

Video: Placement and requirements will be addressed in the Security Statement of Work.

Electrical/Data/Telephone Outlets:

Electrical

- The lab must contain one 20A circuit (4 outlets each) at each workstation and table (see attached diagram). The outlets should be connected to filtered UPS circuits.

Network

- The lab must contain 2 multimode fiber drops and 2 CAT6 drops to each workstation and table (see attached diagram).
- The drops must be terminated for cross-connect at a forensics and ITD-accessible patch panel within an ITD approved telecommunications closet.
- The lab must contain one additional DHS OneNet drop per workstation and table. The drop must be wired and cross-connected per ITD's specifications.
- The lab must have one commercial Internet drop with sufficient capacity for at least 200Mb/s business Internet connectivity (FiOS, Comcast, or equivalent).

Telephony

The lab must contain one DHS phone network drop and associated device.

HVAC

- The room must have separate HVAC controls with 24x7x365 cooling availability.
- The HVAC must be sufficient to maintain a maximum temperature of 70 degrees for 6kW of equipment and four simultaneous examiners.

Fire Suppression: The room must contain dry-pipe fire suppression or other non-charged pipe suppression system.

Specialized

- The room must contain one fixed fume hood workstation area that is airflow-isolated from the other workstations.
- Fume hood must vent externally per OSHA requirements.
- Decontamination station and sink per OSHA requirements.
- The room must contain one wall mounted television monitor with associated cable drop.
- The room must contain one wall mounted white board of at least 60 inches diagonal.

Alan/MM

SPECIAL REQUESTS

1. The lessor will provide a copy of the building permit to the DHS OIG on-site Contracting Officer's Technical Representative (COTR).
2. No later than 30 days after completion of the job, the contractor or lessor will provide the (COTR):
 - All blueprints of the space and all associated areas (i.e., roof, garage) on Auto CAD;
 - A hard copy of the floor plan.
 - The security system will be included in the blueprints after the initial floor design (approximately 20 percent). The security system will be on a separate layer. It will not be included on the same layer as the electrical system. A hard copy of as-built (redline drawing) of the Security System along with the AutoCAD copy will be provided to the COTR no later than 30 days after the completion of the job. (This will include any changes made during the construction phase).
3. A pre-construction meeting is required by the DHS OIG. This meeting will include a representative from GSA, Lessor, General Contractor (GC), and the DHS OIG. At this meeting, the GC should provide a proposed project schedule for review and discussion. Based on this discussion, the GC will submit the final detail project schedule before the construction starts.
4. Any contractors, sub-contractors, or vendors working on this project will be required to complete and submit background information for clearance prior to starting this project. The information required will be name, date of birth, social security number, and driver's license number; and will be provided by the general contractor to DHS OIG.
5. The general contractor will provide notice and availability of a date when DHS OIG can inspect the completed cabling, home runs, punch down, labeling, and provide any and all schematics and tests done on the data and telecom cables. Incomplete or faulty cabling will be considered as not having the office substantially complete.

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2.0 SECURITY SYSTEM REQUIREMENTS

INTRODUCTION

The purpose of this section is to establish and standardize clear and concise security system and equipment requirements for any DHS OIG office space nationwide. These include closed circuit television (CCTV), intrusion detection, access control, and the underlying security control system hardware and software to centrally manage the system. Once a building has been identified and a new lease has been awarded, this section will be updated to provide specific and detailed requirements for all of these systems based on the specific use and occupancy requirements established by the Facilities Division working in conjunction with the OIG program offices.

ACCESS CONTROL SYSTEM REQUIREMENTS

- The OIG has a requirement for an access control system, CCTV, and intrusion detection alarm system, loosely integrated, and connected to a Security Management System (SMS). The access control system must be Smartcard compatible, as described in *Federal Information Processing Standard Publication (FIPS)-201*. The intrusion detection system must be connected via analog phone line to and monitored by the regional Federal Protective Service (FPS) Mega Center. The contractor must have the capability to install and service the security system described in the following paragraphs and be completely knowledgeable of FIPS 201, *Homeland Security Presidential Directive (HSPD)-12*, *Personal Identity Verification (PIV) I and II*.
- The system shall provide a variety of integral functions including the ability to regulate access and egress; provide identification credentials; monitor, track and interface alarms; and view, record and store digital surveillance video linked to SMS events.
- The contractor shall furnish and install the system described in this SOW. The Intrusion Detection System (IDS) must be installed in accordance with the standards for safety, NFPA 70, UL 681, UL 1037 and UL 1076, the appropriate installation manual for each equipment type, and specification.
- The OIG Security Division representative must approve the Access Control system design, devices, and equipment.
- The contractor must be an Authorized Dealer or purchase the access control equipment from an Authorized Dealer of RS-2 Technologies - no exceptions.

- The contractor or lessor will purchase, install, program, and test a turnkey RS-2 Technologies Access Control panel. The contractor or lessor will provide experienced technicians to install, program, and test the system. The ACS will be programmed by a Government representative and centrally monitored at OIG Headquarters. The contractor will provide the Government representative with programming sheet/port chart. All equipment and security devices are to be installed according to manufacturer's specifications. Hardware documentation will be turned over to DHS-OIG at the end of the project.
- The selected vendor will have a full understanding of current hardware and software applications.
- The host panel and all associated control equipment will be located on an interior wall in the Wiring LAN Closet. (Refer to the floor plans of location).
- All wiring will be clearly labeled for ease of identification.
- ACS card readers will be installed at perimeter doors, secure rooms, and server closets as specified by the OIG Security Division representative.
- The power supplies for ACS equipment will be connected to 120VAC via a hard wire connection. A wall plug shall not be utilized. The power supplies shall be UL Listed.
- The contractor will provide all equipment mounts, slides, shelves, or hardware.
- All equipment will be properly grounded according to the manufacturers specifications.
- No perimeter or interior door will require or utilize any configuration of request- to-exit technology that releases or unlocks the door (except for a request-to-exit button where required for Magnetic locks or by local and state codes).
- All door contacts will be mounted in the top of the frame, 6 inches from the lockset side of the door. A matching two inch deep hole shall be drilled in the door so as to align with frame hole when the door is closed.

- All conduit sizing and wiring requirements are the responsibility of the contractor or lessor.
- The contractor shall procure, install, test, document, and provide training for a complete turn-key system.
- The contractor will be required to provide and install all cable for the ACS. Each device requires its own zone. The contractor will, if necessary, obtain a low voltage permit needed for DHS cabling requirements.
- The installer must be a vendor who is experienced in programming the advanced software features associated with this panel and which is required for this security management control application.

ACCESS CONTROL EQUIPMENT

ACS Control Panel

The type of panel to be installed will be a RS2 manufactured control panel - no exceptions. The RS2 panel will be located in the LAN room.

Card Readers

- The contractor will be required to purchase and install Dual reader interface module card readers designed to meet the growing requirement for *Open Architecture* electronics in the access control and security marketplace.
- The device must be designed to minimize wiring and labor associated with installing field hardware, and provides the flexibility to meet a wide range of system architecture applications. All card readers shall be mounted 42 inches centered from the finished floor. The following readers will be used:
 - Reader Make and Model (HID)
 - Smart ID S10 Model 803xD with configuration code 01SMR-2010 w/o keypad
 - Smart ID S10 Model 803xD with configuration code 01SMR-2010 w/keypad
 - No Exceptions
- Install one card reader at all perimeter doors (with Keypad)

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- Install one card reader at the Interview room door leading from the Reception area (with Keypad)
- Install one card reader at the doors leading from the Interview room to the main office space (with Keypad)
- One card reader from the Interview room into the Observation room. (with Keypad)
- Install one card reader at the Weapons room door (without Keypad)
- Install one card reader at the Evidence room door (with Keypad)
- Install one card reader at the Secured Storage room door (without Keypad)
- Install one card reader at the IT/Comm/LAN room door (without Keypad)
- Install one card reader at the Case File room (without Keypad)
- Install one card reader at door to enter the Tech room (3215) (without Keypad)
- Install one card reader at the Forensic room door (with Keypad)

Fail Secure Electric Strikes - Electric strikes provide remote release of a locked door. They allow the door to be opened without retracting the latch bolt. This occurs by the releasing of the electric strike lip (sometimes called a keeper or gate). When the door closes the beveled latch bolt rides over the lip and falls into the strike pocket.

The following 24VAC electronic door strikes will be used:

- Electronic Strike Make and Model: HES 1006 plus option plate
- Install one electronic strike at all doors that have a card reader.

Request to Exit Sensors - Passive Infrared Detectors specifically designed for request-to-exit applications. They detect motion in their coverage area and signal an access control system or door control device. All Request to Exit PIRs will be wired normally open (NO) Contractor will provide and install PIR sensors, on every door that has a card reader and strike. The purpose of this REX PIR is to shunt the door position switch when the door is opened from the inside.

- Request to exit PIR make and model: Bosch DS150i series
- Install one REX sensor at all doors that have a card reader.

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Door Contacts - Door contacts are designed specifically for IDS/ACS integration. The contacts used will be Double Pole/Double Throw recessed door contacts. The door contacts will be wired separately to the IDS and ACS. For the ACS the door contact will serve as a magnetic switch. All Door position switches will be wired normally closed. The following door contacts will be used:

- Door Contact make and model: Sentrol 1078 series Double Pole/Double Throw
- Install one door contact on all doors that have a card reader.

Electronic Combination Locks - Electronic *spin dial* combination locks provide an extra level of security for a secure room. Electronic combination locks will be mounted no more than 50 inches above a finished floor. The following electronic combination lock will be used:

- Electronic combination lock make and model: Kaba-Mas X-10
- Install one Kaba-Mas X-10 combination lock on the evidence room door.

AiPhone SYSTEM

An AiPhone system with audio and video capabilities will be installed with five desk stations to release a door (1. AO work station; 2. WFO SAC; 3. WFO ASAC; 4. MFCU SAC; 5. MFCU ASAC). Initiation will be a momentary push button, which is properly labeled such as: Receptionist entry door. In addition to the AiPhone system, a doorbell-type release button will be installed at the receptionist desk.

- The AiPhone model used will be the Jk Series.
- Install one door station with color camera at the Reception door leading to the main office space. The locations of the two desk stations are to be determined. Both desk stations must release a designated door. An additional doorbell type release button will be located at the reception desk.

Duress Button - The duress button is designed to alert other employees in the office that an emergency is occurring. The duress button will not provide an alarm nor will it elicit a response from the FPS. The duress buttons will trigger a local siren as well as strobes throughout the office space. A minimum of four strobe lights and two sirens spaced throughout the corridors of the entire office space. Both duress buttons will trigger all the strobes and sirens in the entire office space regardless of which one is activated. The duress buttons must be *latching* and able to be reset. The duress buttons will also land in the Access Control system. OIG will program the Access Control System.

- Install one duress button in the Interview room.
- Install one duress button under the desk in the clerical space.

INTRUSION DETECTION SYSTEM REQUIREMENTS

- The OIG Security Division representative must approve the Intrusion Detection system design, devices, and equipment.
- The contractor or lessor will purchase, install, program, and test a turnkey Radionics model #9412 panel. The contractor or lessor will provide experienced technicians to install and test the system. The IDS must be controlled and operated by a Government representative. All equipment and security devices are to be installed according to manufacturer's specifications. Hardware documentation will be turned over to DHS-OIG at the end of the project. Each security device will be programmed for one zone. The security devices will not be wire in *series* or *parallel*.
- The selected vendor will have a full understanding of current hardware and software applications.
- This company will be tasked to engineer and develop a solution to DHS needs for access control and record accounting.
- The host panel and all associated control equipment and power supplies will be located on an interior wall in the LAN closet. (Refer to the floor plans of location).
- The power supplies for IDS equipment will be connected to 120VAC via a hard wire connection. A wall plug shall not be utilized. The power supplies shall be UL Listed.
- The contractor will provide all equipment mounts, slides, shelves, or hardware.
- All wiring will be clearly labeled for ease of identification.
- All equipment will be properly grounded according to the manufacturers specifications.
- All door contacts will be mounted in the top of the frame, 6 inches from the lockset side of the door. A matching 2-inch deep hole shall be drilled in the door so as to align with frame hole when the door is closed.

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- All conduit sizing and wiring requirements are the responsibility of the contractor or lessor.
- The contractor shall procure, install, test, document, and provide training for a complete turnkey system.
- The contractor will be required to provide and install all cable for the IDS. All cable runs will be homeruns. No devices will be run in series. All devices require an individual zone input. The contractor will, if necessary, obtain a low voltage permit needed for DHS cabling requirements.
- The IDS will notify via analog telephone connection the agency specified location and violations of the security system.
- All intrusion detection devices installed must be centrally powered in the LAN room and monitored from the FPS Mega Center. The security devices will be wired in such a way that each device will be one zone. The devices will not be wired in series or parallel. Contractor is responsible for testing with FPS.

INTRUSION DETECTION EQUIPMENT

IDS Control Panel

The type of panel to be installed will be Radionics model #9412 panel - no exceptions. The Radionics panel will be located in the LAN room and connected to the Federal protective Service via analog phone line.

IDS Alarm Keypad - Is specifically designed to interface with the Radionics 9412 IDS panel. The alarm keypad will be used to arm and disarm the IDS. There may be multiple alarm keypads able to control one IDS. The following alarm keypad will be used:

- IDS alarm keypad make and model: Radionics model #1255, Alpha IV Command Center
- Install one model 1255 keypad at the Primary and Secondary Entry perimeter doors

Passive Infra-Red Detectors (PIR) - There are two types of PIRs that may be used (as specified) for this installation. The first is a 360-degree ceiling mounted PIR and the second is a surface or flush wall mounted directional PIR; both will operate on 12VDC. The PIR is designed to detect unauthorized motion within a secured space. The following PIRs will be used:

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- 360 ceiling mounted PIR make and model: Bosch DS938Z
- Locations to be determined. Near entry areas and any windows less than 18 feet from the ground or landing and in all secure rooms. All PIRs will be individually zoned.

Door Contacts - Door contacts are designed specifically for IDS/ACS integration. The contacts used will be Double Pole/Double Throw recessed door contacts. The door contacts will be wired separately to the IDS and ACS. For the IDS the door contact will serve as an intrusion detection device. The following door contacts will be used:

- Door Contact make and model: Sentrol 1078 series Double Pole/Double Throw
- Install one door contact on all doors with a card reader. These alarm points will be individually zoned.

INTERVIEW ROOM EQUIPMENT

- An audio monitoring system will be installed in the interview room. This system will enable OIG employees to listen to an interview from an office and the Observation room. The manufacturer of the equipment to be used is Louroe Electronics.
- One model # ASK-4 Kit #101: This kit includes a microphone, one desktop base station, and power supply. The base station will be placed in the Observation room.
- Two model # APR-1: Five additional desk top base stations will be needed (1. Multipurpose room; 2. WFO SAC; 3. WFO ASAC; 4. MFCU SAC; 5. MFCU ASAC).
- One model # DA-4: One distribution amp will be required to operate all five desk stations. The distribution amp will be mounted in the LAN closet.
- Three model # HP-15135: Five headphones will be needed for the base stations.

CCTV VIDEO SURVEILLANCE AND ASSESSMENT SYSTEM REQUIREMENTS

- The OIG Security Division representative must approve the CCTV Video Surveillance and Assessment system design and equipment.

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- The contractor shall procure, install, program, test, and document a complete turnkey video system that is approved by OIG Security Division. The contractor will maintain and warranty the system for one year after the acceptance date.
- All Cameras will be connected to a DVR located in the LAN room.

- All CCTV cameras and associated equipment shall be powered on the same phase of AC power to minimize any interference with the video signal.

- The contractor will provide a power supply to power cameras. An Altronics model ALTV248UL shall be utilized. Multiple cameras shall be connected to the power supply when possible. The power supply shall be connected to 120VAC via a hard wire connection to its power source. A wall plug shall not be utilized. Power supplies shall be UL Listed.

- All wiring will be clearly labeled for ease of identification.

- Camera options shall be set by location and security requirements as deemed appropriate by the OIG Security Division Technical Representative.

- The contractor will provide and install color CCD cameras.

- All video cables will utilize Siamese coax with attached 18-gauge two-conductor wire. The coax shall be CSC/Southwest Wire 221125, or approved equal. The video cables will be terminated with crimp type BNC connectors. Twist-on type connectors will not be accepted.

- The contractor will supply, install, and label all video cables from each camera location to the video switcher/control system and from each monitor to the video switcher/control system.

- The system will have the ability to receive no fewer than eight video cameras and outputs for four video monitors.

- Provide a video switcher/controller system that is capable of at least eight video inputs, and a minimum of four digital outputs and two recorder/digital outputs.

- The system will be able to provide programmed video sequencing to selected monitors, automatic camera call-up for alarm conditions, and provide manual operation to view any camera on any monitor.

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- The system will provide time/date, camera number, and text description for each video camera.

CCTV Equipment

CCTV System Rack

- The rack to be used for the CCTV system is the Alekto Workstation.

Digital Video Recorder (DVR)

- The type of DVR to be installed will be Pelco DX8100 Series or equivalent. The DVR will be installed in the LAN room or Observation room.

- *Switcher* - The purpose of the switch within the CCTV system is to enable multiple monitors to view multiple cameras at the same time.

CCTV Monitors

- Six 19 inch monitors will be installed.
 - IT/Communications room. Termination point for the CCTV system.
 - Other locations to be determined. Generally in the SAC (2), ASAC (2), and senior personnel offices.

CCTV Cameras

- CCTV camera make and model: Interior-Pelco ICS090-CRV39A or equivalent.
- Install one camera in the Reception Area.
- Install one camera on the public side of the secondary entrance.
- Install one camera in the Interview room.
- Install one camera in the Weapons room positioned in such a way to see the Evidence room door.
- Install one camera in the Case File room.

MISCELLANEOUS

- The contractor or lessor will provide no fewer than four hours of training and technical assistance for the security system.

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- All security related junction and pull boxes will be installed on the secured side of the wall or occupied space. Conduit not required inside agencies secure space unless required by national, state or local codes.
- All cable runs through conduit will require an additional pull string for future expansion and versatility.
- All cabling that leaves controlled space must be in EMT.

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4.0 ATTACHMENTS

Attachment A – DHS seal and inscription for glass reception doors



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Exhibit D – Security Requirements

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS - Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

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SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES (SHELL)

The Government shall have a designated main entrance.

IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

LANDSCAPING**LANDSCAPING REQUIREMENTS (SHELL)**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

SECURITY SYSTEMS**CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)****LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees



to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE

The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

INTRUSION DETECTION SYSTEM (IDS)

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

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The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenter. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenter Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below..

Security System Maintenance Criteria: The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

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Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary.

DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

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The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

STRUCTURE

WINDOWS

No countermeasures are required for baseline standard.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

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Exhibit E – Security Unite Price List

EXHIBIT E
Lease No. GS-11P-LVA00377

SECURITY UNIT PRICE LIST (FSL II)

REQUEST FOR LEASE PROPOSAL 7VA2613

5/17/2018

MetroPark 2345, LLC

Alexandria VA 22310

Revised offer

The following security countermeasures are required by the Request for Proposals package. Using this form, the offeror shall quote unit prices on all security countermeasures identified in the RLP package, and enter the total costs on the GSA Form 1364 as Building Specific Amortized Capital (BSAC). Upon lease award, BSAC pricing shall be fixed and not subject to further negotiation. Refer to "Security Requirements" attachment to the lease for additional details. This form must be submitted with all offers.

<i>Lease Security Standards Section</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
FACILITY ENTRANCES			
<u>FACILITY ENTRANCES AND LOBBY</u>			
EMPLOYEE ACCESS CONTROL AT ENTRANCES			
<u>COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS</u>			
PUBLIC RESTROOM ACCESS			
SECURING "CRITICAL AREAS"			
VISITOR ACCESS CONTROL			
INTERIOR OF SPACE (GOVERNMENT)			
DESIGNATED ENTRANCES			
IDENTITY VERIFICATION			
FORMAL KEY CONTROL PROGRAM			N/A
SITE AND EXTERIOR OF BUILDING			
<u>SIGNAGE</u>			
POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL			
POSTING OF REGULATORY SIGNAGE			

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	LANDSCAPING AND ENTRANCES			
	LANDSCAPING REQUIREMENTS			
	CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN			
	HAZMAT STORAGE			
	PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES			
	SECURITY SYSTEMS			
	CLOSED CIRCUIT TELEVISION			
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II	\$ 2,472.00	3	\$ 7,416.00
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE			
	INTRUSION DETECTION SYSTEM			
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II	\$ 7,260.00	3	\$ 21,780.00
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE			
	DURESS ALARM			
	LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE - LEVEL II	\$ 2,592.00	3	\$ 7,776.00
	GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE			
	STRUCTURE			
	OPERATIONS AND ADMINISTRATION			
	LESSOR TO WORK WITH THE FACILITY SECURITY COMMITTEE (FSC)			
	ACCESS TO BUILDING INFORMATION			
	TOTAL COSTS			\$ 36,972.00



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Exhibit F – GSA Form 3517B General Clauses

EXHIBIT F

Lease No. GS-11P-LVA00377

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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LESSOR GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)



This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

INITIALS:  & 
LESSOR GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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LESSOR GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 20126)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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LESSOR GOVERNMENT

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)



This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.



(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.



(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed);

(3) Equipment costs;

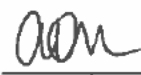

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.



(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

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34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

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41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.



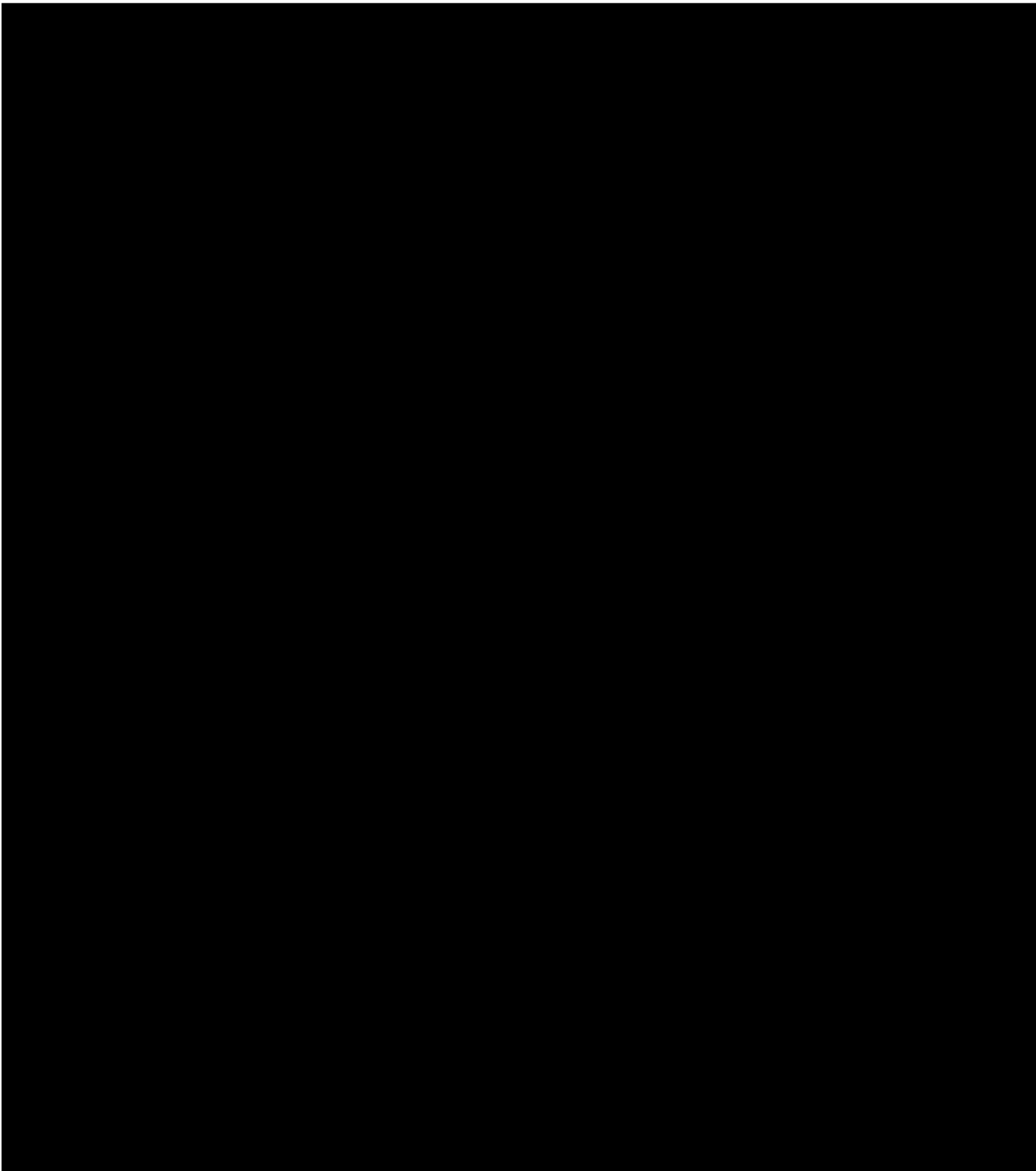
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Exhibit G – GSA Form 1217, Lessor's Annual Cost Statement

EXHIBIT G
LEASE No. GS-11P-LVA00377



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